

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aircell Business Aviation Services LLC		06/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3473339	AIRCELL	
Registration Number:	2641476	AIRCELL	
Registration Number:	3573284	AIRCELL	
Registration Number:	3554990	AIRCELL	
Registration Number:	3554991	AIRCELL	
Registration Number:	3561842	AIRCELL	
Registration Number:	2606315	AIRCELL	
Registration Number:	1997223	AIRCELL	
Registration Number:	3473337	AIRCELL	
Registration Number:	3513369	AIRCELL AXXESS	
Registration Number:	3286856	AIRCELL AXXESS	
Registration Number:	3286857	AIRCELL AXXESS	
Registration Number:	3481693	AIRCELL AXXESS	
Registration Number:	3631108	AIRCELL BROADBAND	

TRADEMARK

Registration Number:	2552129	AIRCELL ON BOARD
Registration Number:	2606334	AIRCELL ON BOARD
Registration Number:	3565337	AIRCELL ON BOARD
Registration Number:	3485879	AIRCELL ON BOARD
Registration Number:	2307311	IN TOUCH, IN FLIGHT
Registration Number:	3473338	IN TOUCH, IN FLIGHT
Registration Number:	3477620	IN TOUCH, IN FLIGHT
Registration Number:	2600307	IN TOUCH, IN FLIGHT
Serial Number:	85495497	AIRCELL
Serial Number:	85495479	IN AIR & ON.
Serial Number:	85495466	AIRCELL

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th floor

Address Line 2: (042742-0025)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(042742-0025)
-------------------------	---------------

NAME OF SUBMITTER:	Adam Kummins
--------------------	--------------

Signature:	/Adam Kummins/
------------	----------------

Date:	06/22/2012
-------	------------

Total Attachments: 7

source=AIRCELL#page1.tif

source=AIRCELL#page2.tif

source=AIRCELL#page3.tif

source=AIRCELL#page4.tif

source=AIRCELL#page5.tif

source=AIRCELL#page6.tif

source=AIRCELL#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 21, 2012 (this "Agreement"), is made by the signatory hereto indicated as a "Grantor" (the "Grantor") in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of June 21, 2012 by and among AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company (the "BA"), GOGO LLC, a Delaware limited liability company ("CA"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings") and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the Administrative Agent, the Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of June 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between the Grantor, the Agent and the other persons party thereto, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral

SECTION 2.1 Notice and Confirmation of Grant of Security. Grantor hereby confirms the grant in the Guarantee and Collateral Agreement to the Agent, for the benefit of the Secured Parties, of a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark");

Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations:

All of Grantor’s right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other trademark rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein could impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest confirmed pursuant to this Agreement is confirmed in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING

**TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR
PRIORITY OF THE SECURITY INTERESTS).**

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AIRCELL BUSINESS AVIATION SERVICES LLC,
as Grantor

By: 

Name: NORMAN SMAGLEY

Title: EVP & CFO

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Agent

By: 

Name:

Steve Kelly

Title:

Authorized Signatory

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

U.S. REGISTERED TRADEMARKS

Trademark	Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AIRCELL	9	77175419	May 8, 2007	3473339	July 22, 2008
AIRCELL	9, 38	75679536	April 9, 1999	2641476	October 29, 2002
AIRCELL	38	77175408	May 8, 2007	3573284	February 10, 2009
AIRCELL	9	77316410	October 29, 2007	3554990	December 30, 2008
AIRCELL	38	77316414	October 29, 2007	3554991	December 30, 2008
AIRCELL	38	77175204	May 8, 2007	3561842	January 13, 2009
AIRCELL	9	75679720	April 9, 1999	2606315	August 13, 2002
AIRCELL	38	74246637	February 18, 1992	1997223	August 27, 1996
AIRCELL	9	77175183	May 8, 2007	3473337	July 22, 2008
AIRCELL AXXESS	38	77175208	May 8, 2007	3513369	October 7, 2008
AIRCELL AXXESS	38	78595026	March 25, 2005	3286856	August 28, 2007
AIRCELL AXXESS	9	78595031	March 25, 2005	3286857	August 28, 2007
AIRCELL AXXESS	9	77175191	May 8, 2007	3481693	August 5, 2008
AIRCELL BROADBAND	38	77604031	October 30, 2008	3631108	June 2, 2009
AIRCELL ON BOARD	9	76127159	September 13, 2000	2552129	March 26, 2002
AIRCELL ON BOARD	38	75716012	May 27, 1999	2606334	August 13, 2002

Trademark	Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AIRCELL ON BOARD	38	77175213	May 8, 2007	3565337	January 20, 2009
AIRCELL ON BOARD	9	77175198	May 8, 2007	3485879	August 12, 2008
IN TOUCH, IN FLIGHT	38	75561855	September 30, 1998	2307311	January 11, 2000
IN TOUCH, IN FLIGHT	9	77175201	May 8, 2007	3473338	July 22, 2008
IN TOUCH, IN FLIGHT	38	77175218	May 8, 2007	3477620	July 29, 2008
IN TOUCH, IN FLIGHT	9	76116963	August 24, 2000	2600307	July 30, 2002

U.S. TRADEMARK APPLICATIONS

Trademark	Class	Appl. No.	Appl. Date
AIRCELL (and design)	9	85495497	December 14, 2011
IN AIR & ON.	38	85495479	December 14, 2011
AIRCELL (and design)	38	85495466	December 14, 2011